

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
DELTA DIVISION**

DAVID WASHINGTON SPIKES, et al.

PLAINTIFFS

v.

CAUSE NO.: 2:07CV22-SA-SAA

BOLIVAR COUNTY, MISSISSIPPI, et al.

DEFENDANTS

ORDER GRANTING PARTIAL SUMMARY JUDGMENT

This cause comes on for consideration on [135] Summary Judgment filed by United States Fidelity and Guaranty Company (“USF&G”) against Adrian Brown (“Brown”). The Court finds as follows:

Plaintiffs, David Washington Spikes and Nternet Solutions, LLP, settled their claims against USF&G on behalf of Adrian Brown. On July 17, 2008, Plaintiffs, Nternet Solutions, LLC, and David Washington Spikes settled their claims with the remaining Defendants. On February 14, 2008, USF&G filed a Motion for Partial Summary Judgment seeking reimbursement of the settlement amount, costs, expenses, and attorneys’ fees in relation to defending the underlying action.

According to Mississippi law, “the official bond of a public officer is a contract which the law requires him to execute, by which he and his sureties covenant and agree that he will faithfully discharge all of the duties of his office, which contract is breached by the failure of the officer to discharge any of his official duties.” State v. Smith, 125 So. 825, 826 (Miss. 1930) (citations omitted).

This Court entered an Order to Show Cause on August 13, 2008, requesting that Brown respond why the judgment should not be entered as to the settlement amount. Brown responded

on August 21, 2008, and argued that because no bond has been executed, judgment should not be entered as to the settlement amount. This statement is not accurate.

It is undisputed that a bonding agreement was signed, and the agreement clearly states that Adrian Brown shall indemnify USF&G for any sums paid out. The bond was clearly executed, signed, and filed by the Chancery Clerk of Bolivar County, Mississippi.

Accordingly, this Court finds that USF&G's Motion for Partial Summary Judgment [216] is **GRANTED** as to the settlement amount. As stated in its previous Order Denying Summary Judgment, the case shall proceed as to the reasonableness of fees and expenses.

So **ORDERED**, this the 2nd day of September, 2008.

/s/ Sharion Aycock
U.S. DISTRICT COURT JUDGE